

**COUNCIL PROCEEDINGS  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 13, 2014.

The Meeting was opened by Pledging Allegiance to the Flag followed by moment of silent prayer.

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

**Aldermen: Judy Stearns, Mboka Mwilambwe, Kevin Lower, David Sage, Diane Hauman, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.**

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Jeff Jurgens were also present.

**PUBLIC COMMENT:** Mayor Renner opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Patricia Marton, 1114 E. Grove St., addressed the Council. She currently served on the Bring It On Bloomington Public Safety work group. This work group was part of the Comprehensive Plan process. She addressed elder abuse in public facilities. She believed that there should be a central recording facility. Sensitivity training should be provided to all staff at all levels under a county wide program. Public entities needed to change their hiring practices to include appropriate testing. She had also attended Connect Transit, (a/k/a Bloomington Normal Public Transit District), meetings. Their staff will undergo customer service training.

Bruce Meeks, 1402 Wright St., addressed the Council. He expressed his disappointment regarding public comment as it relates to the Council meeting agendas. He believed that anyone should be allowed to put anything on the Council meeting agenda. He addressed culture change, engagement and a more open and transparent City government. The Mayor and City Manager controlled the meeting agendas. He noted the use of the telephone and emails. He referred the Council to Roberts Rules of Order. The Council needed to take training regarding same. The Council retreat was not needed. Work Session should be open and transparent which would include video streaming. The Council needed to build trust with citizens. The budget needed to be completed right now.

Alton Franklin, 508 Patterson Dr., addressed the Council. There had been an important series of events. A man's word should be his bond, (i.e. integrity). When a mistake is made, an individual needed to recognize his/her failure and apologize. Individuals needed to be honest and forthright. The Council needed to address the

important. The Council needed to make the time to set priorities. He cited the importance of trust. He expressed his disappointment in the Council.

Rick Heiser, 810 W. Jefferson St., addressed the Council. He was a twenty-eight (28) year City resident. He cited an item on this evening's agenda, A – 1 Liquor Mart, Inc., d/b/a Pub I located at 505 W. Market St., requesting a PAS liquor license. He read from a prepared statement. This application appeared to be a change of ownership. A convenient store had customers of all ages and there can be loitering issues. He encouraged the Council to protect the neighborhood's character. He noted that a liquor license application had been filed for Pop's Grocery located at 918 W. Market St. There were a number of licensed establishments along W. Market St. This was the western gateway into the City. There were projects underway to stabilize this at risk neighborhood. He requested that the Council return this application back to the Liquor Commission.

Dennis Arnold, 504 N. Lee St., addressed the Council. He spoke on behalf of the citizens/neighbors of the Old Towne and Gridley, Allin, & Prickett's Neighborhood Associations. The City needed to hold liquor license applicants to a higher standard. He cited the various forms of transportation utilized in these neighborhoods. A – 1 Liquor Mart, Inc. had filed an application for a liquor license. The neighborhood should hold a higher value than commercial profit. The Council had been consistent in its actions for the past decade when addressing liquor license applications.

Donna Boelen, 2702 Fox Trot Trail, addressed the Council. She wanted the City to hold the subdivision developer accountable. She owned a home in the Fox Hollow Subdivision. There was a punch list. She questioned the time line and added that there should be penalties for the developer. She expressed her concern regarding erosion along Savannah Rd. She had been reaching out to the developer since 2012 and had spoken with Jim Karch, Public Works Director. Citations had been issued over a nine (9) period. There was a detention basin in the Fox Hollow Subdivision which needed to be cleaned. She questioned who was responsible for same and the cost. There were consequences to storm water drainage. The detention basin had been fully functional prior to it being deeded to the City. She thanked Mr. Karch and the City's engineering staff for their time.

**The following was presented:**

Oath of Pedro Diaz, John Fermon, Bryce Janseen, Tyrel Klein and Caleb Zimmerman, Police Patrol Officers.

Brendan Heffner, Police Chief, addressed the Council. He introduced Pedro Diaz, John Fermon, Bryce Janseen, Tyrel Klein and Caleb Zimmerman, Police Patrol Officers. Mr. Fermon was an Illinois State University graduate. He had been employed with Logan County and was accompanied by his family. Mr. Zimmerman attended Southern Illinois University – Edwardsville. He also was accompanied by his family. Mr. Diaz was a graduate of Southern Illinois University – Carbondale. He had served in the Marine Corps and came to the City from Hanover Park. He also was accompanied by his family. Mr. Janseen was a graduate of Western Illinois University. He had an EMT, (Emergency

Medical Technician),/Fire background. He was accompanied by his family. Mr. Klein attended Richland Community College and was accompanied by his family.

**Tracey Covert, City Clerk, administered the Oath.**

**Mayor Renner recognized these individuals' education and experience.**

**The following was presented:**

**SUBJECT:** Proclamation of Declaring October 2014 to be Community Planning Month and Declaring November 2014 to be Bloomington Board of Election Commissioners Month

**RECOMMENDATION:** That the proclamations be made a matter of record.

**BACKGROUND:** The following proclamations will be presented:

Declaring October 2014 to be Community Planning Month. Tom Dabareiner, Director of Community Development will be in attendance to accept the proclamation.

Declaring November 2014 to be Bloomington Board of Election Commissioners Month.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner  
Mayor

**Mayor Renner read and presented the Community Planning Month Proclamation to Tom Dabareiner, Community Development Director.**

**Mayor Renner read and presented the Bloomington Board of Election Commissioners Month to Denise Williams, Board Commissioner.**

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Proclamations be a matter of record.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 be dispensed with and the minutes approved as printed.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** The Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 be dispensed with and the minutes approved as printed.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

**RECOMMENDATION/MOTION:** That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on October 9, 2014.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Reject Bids for Gasoline and Diesel Fuel, (Bid #2015 – 19)

**RECOMMENDATION/MOTION:** Recommend that the bids for Gasoline and Diesel Fuel be rejected and the brief be reissued.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** On September 2, 2014, the bid for Gasoline and Diesel Fuel for City vehicles and equipment was released. On September 23, 2014, the bids were opened and the results are as follows: (*prices are per gallon markup over terminal cost*):

<b>Bidders Name</b>	<b>Unleaded Gasoline Transport</b>	<b>Unleaded Gasoline Tank Wagon</b>	<b>No.1 Diesel Transport</b>	<b>No.1 Diesel Tank Wagon</b>	<b>No.2 Diesel Transport</b>	<b>No.2 Diesel Tank Wagon</b>	<b>PL</b>	<b>Kerosene</b>
Evergreen FS	\$ .03	\$ .18	\$ .03	\$ .18	\$ .03	\$ .18	3%	3%
Petroleum Traders	\$ .0174	\$ .125	\$ .0174	\$ .125	\$ .0174	\$ .125	No Bid	No Bid
Heritage Petroleum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Staff recommends rejecting all bids and rebidding due to material deficiencies from all of the responsive bidders.

Petroleum Traders had four (4) areas of their bid which did not comply with the specifications:

1. They do not have sufficient equipment to be able to deliver any item required in the specifications to any site at any time the fuel would be needed.
2. They do not have a local tank farm with the ability to deliver fuel from the tank farm to the City, or a fueling location in the City limits that the City can access twenty-four (24) hours a day seven (7) days a week including holidays in the event of a natural or man-made disaster. A transport is a semi-tractor and trailer capable of hauling 7,600 gallons of gasoline or 8,600 gallons of diesel. A tank wagon is a straight truck capable of hauling 2,500 gallons of fuel.
3. They do not provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.
4. They do not supply Kerosene or Liquid Propane.

Evergreen FS had one (1) material deficiency as they did not provide detailed specifications of their products with their bid. They also had one (1) potentially waivable technicality in that they failed to completely fill out and sign the Equal Employment Opportunity documentation. This may generally be waived only if the bidder is compliant and completes the required paperwork.

The current contract covers the time period of January 1, 2014 until December 31, 2015. This bid would cover the time period of January 1, 2015 until December 31, 2016. For review purposes a table has been prepared to document past fuel cost.

<b>Time Period</b>	<b>Average Cost per Gallon</b>
2012	\$3.38
2013	\$3.52
2014	\$3.45

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice of the bid was published in the Pantagraph on September 2, 2014. A total of three (3) bids were received by the September 23, 2014 deadline.

**FINANCIAL IMPACT:** Fleet Management budgets and pays for fuel and charges back the individual City departments and outside entities on a monthly basis. This memo is for fuel purchases which will occur under the FY 2016 Budget. For Stakeholders, this will be budgeted under Fleet Management - Gas & Diesel Fuel (10016310 - 71070). The FY 2015 Budget for this account can be located in the Budget Book titled "Budget Overview & General Fund" on page 368.

Respectfully submitted for Council consideration.

Prepared by:

Rob Kronos, Superintendent of Fleet Maintenance

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Schmidt that the bids for Gasoline and Diesel Fuel be rejected, and the bid be reissued.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Change Order #1 for the 2013 Street and Alley Repair Contract

**RECOMMENDATION/MOTION:** Recommend that Change Order #1 to the 2013 Street and Alley Repair Contract, with Rowe Construction Company be approved, in the net amount of \$36,067.82, and the Resolution adopted. The change order is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable and sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5e. More attractive City: commercial areas and neighborhoods.

**BACKGROUND:** The Street and Alley Repair Contract is used to repair and resurface local streets, trails and in some cases City parking lots. The 2013 contract also included street resurfacing for Davis Lodge Rd., Parkview Ln. and the maintenance shed lot area at Lake Bloomington, as well as Fire Station No. 3 parking lot resurfacing and pavement patching.



During resurfacing of the streets and lot at Lake Bloomington it was determined that additional hot-mix asphalt was required to provide an adequate pavement structure, as well as to address existing surface drainage issues. This issue was discussed with Water Department's Lake Bloomington staff prior to the work and determination that a Change Order would be prepared to accommodate the additional effort required.

During pavement patching operations at Fire Station No. 3, it was determined that the soils underneath the entrance off of Empire St. were very poor. The condition of the existing soils required the pavement to be undercut and repaired so that the pavement patch did not fail prematurely.

The 2013 Street and Alley Repair Contract included work that was performed during the 2013 construction season. The contract remained open into the spring 2014 so that if needed, it could be utilized to perform additional work prior to May 2014 when the FY 2015 budget was adopted. Final quantities were determined and agreed upon with the contractor during the summer 2014. This change order accounts for the additional work performed and is required in order to pay the contractor for their efforts.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This work was advertised in The Pantagraph and a pre-bid meeting was held at 10:00 a.m. on June 5, 2013 in the Public Works Department's Conference Room. Rowe Construction Company has agreed to final quantities and this change order will allow the contract to be closed.

**FINANCIAL IMPACT:** The change order will be paid out of 40100100 - 72520 Capital Improvement-Buildings (40100100 - 72520) for \$20,391.50 and Lake Maintenance - Street Construction & Improvements (50100140 - 72530) by \$15,855.26. The Capital Improvement - Street Construction & Improvements (40100100 - 72530) will decrease by \$178.94.

**40100100-72530 General Fund Streets**

Original Contract	\$1,000,000.00
Work completed	999,821.06
Remaining Balance	178.94
Change Order #1	(178.94)

**40100100-72520 Fire Department**

Original Contract	\$150,000.00
Work completed	170,391.50
Remaining balance	(20,291.50)
Change Order #1	20,291.50

**50100140-72530 Water Department Lake Bloomington Streets**

Original Contract	\$150,000.00
Work completed	165,855.26

Remaining balance	(15,855.26)
Change Order #1	15,855.26

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

#### **RESOLUTION NO. 2014 – 10**

#### **A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$36,067.82 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ROWE CONSTRUCTION CO.**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction Co.; and

WHEREAS, for the reasons set forth in a staff report dated October 13, 2014 it was necessary to use additional hot-mix asphalt at Lake Bloomington and additional pavement work at Fire Station #3; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the October 13, 2014 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$36,067.82 in the contract between the City of Bloomington and Rowe Construction Co., be approved.

ADOPTED this 13<sup>th</sup> day of October, 2014.

APPROVED this 14<sup>th</sup> day of October, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Painter, seconded by Alderman Schmidt that Change Order #1 to the 2013 Street and Alley Repair Contract, with Rowe Construction Co. be approved, in the net amount of \$36,067.82, and the Resolution adopted.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Sale of Community Development Block Grant (CDBG) Owned Property – 1203 N. Clinton

**RECOMMENDATION/MOTION:** Recommend that the sale of 1203 N. Clinton to Rev. Jennifer Edwards Bertrand be approved, in the amount of \$24,501, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** 4e. Strong partnership with residents and neighborhood associations. Protection of property values.

**BACKGROUND:** The City, through its CDBG program, obtained ownership of 1203 N. Clinton in October 2013, in lieu of demolition. \$39,228 was expended for environmental testing, animal trapping, clean out of hoarded items, demolition, and clearance.

Housing and Urban Development (HUD) requires that CDBG owned property be disposed of within a short amount of time to ensure properties return to usefulness and to minimize costs

associated with property maintenance. If selling CDBG acquired property, HUD requires that the property be sold for fair market value. An appraisal of \$22,000 was obtained in May 2014 for the vacant lot located at 1203 N. Clinton.

Normally, buildable lots obtained by CDBG are deeded to Habitat for Humanity for the construction of affordable housing. However, due to size of the homes in the area, Habitat would not be able to construct an affordable home that would be consistent with the size and design of those in the neighborhood.

The lone restriction states that proceeds be recorded as Program Income and used for eligible activities. These funds will probably be directed to a housing rehab project or another demolition project.

On Friday, September 5, 2014, one bid was received in the amount of \$24,501 from Rev. Jennifer Edwards Bertrand, 1201 N. Clinton Blvd. As required, proof of funds was also provided. The buyer intends to utilize the property as additional green space for her family. Legal has prepared a contract for sale, which is attached for your review.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Habitat for Humanity; local builders/developers; neighbors; and Lot for Sale Ad in the Pantagraph from August 23 – 29, 2014.

Prior to demolition, City staff met with and conducted a walk-through of the property with Steve Park, builder/developer. The property's disposition was discussed with Habitat for Humanity; Andy Strenz, who is affiliated with the Old House Society prior to demolition. Amelia Buragas, 23 Whites Pl., expressed an interest in the property. In addition, Matt Edwards, former owner of 1201 N. Clinton St. and Rev. Bertrand, current owner of 1201 N. Clinton, had expressed interest. The property owner to the north, 1205 N. Clinton was also informed prior to, during and after demolition. Residents within a two to four (2 – 4) block radius were notified prior to demolition.

**FINANCIAL IMPACT:** The sale of the property will provide reimbursement of CDBG funds expended for demolition and property maintenance. The revenue will be recorded in Community Development Administration-Sale of Property (22402410 – 57110 - 50000). The sale of the property was not budgeted in FY 2015 Budget. For stakeholders the FY 2015 CDBG Budget can be located in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" beginning on page 30.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Division Mngr. - Code Enforcement

Reviewed by: Tom Dabareiner, Director of Community Development  
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

### **AGREEMENT TO PURCHASE**

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the “Seller”) and RYAN BERTRAND and JENNIFER EDWARDS BERTRAND, whose mailing address is 1201 N. Clinton Boulevard, Bloomington, Illinois 61701 (the “Buyer”).

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller’s rights, title and interest in the real estate located at 1203 North Clinton Boulevard, Bloomington, Illinois, 61701 and legally described on Exhibit A attached hereto (the “Property”), together with all easements, rights of way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of the Property.

#### **Section 1. Price and Terms.**

The purchase price shall be Twenty-Four Thousand, Five Hundred and One Dollars (\$24,501.00), due and payable from Buyer to Seller at closing.

#### **Section 2. Method of Payment.**

Buyer shall pay the purchase price in cash, cashier’s check, certified funds or the equivalent on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and on receipt of deed.

#### **Section 3. Closing.**

This Agreement shall be closed on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2014. Seller shall surrender possession of the Property to Buyer at closing. Prior to closing, Seller agrees that Buyer and Buyer’s agents or representatives shall have the right to enter upon the Property during normal business hours for the purpose of inspecting the Property.

**Section 4. Conveyance.**

At closing Seller shall convey and transfer the Property to Buyer by warranty deed. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

**Section 5. Performance.**

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

**Section 6. Taxes.**

Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

**Section 7. Risk of Loss.**

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

**Section 8. Seller's Representations, Warranties and Covenants.**

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- A. Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.
- B. Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.
- C. There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and

Seller has no knowledge of any environmental defect or problem in or on the Property.

**Section 9. Operations on the Property.**

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

**Section 10. Buyer's Representations and Warranties.**

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- A. Buyer has the legal capacity to enter into this Agreement.
- B. There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

**Section 11. Brokers.**

Seller represents and warrants to Buyer that they have not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

**Section 12. General Conditions and Stipulations.**

(a) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(b) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service thereof.

(c) This Agreement contains all the terms and conditions agreed upon by parties hereof, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

(f) This Agreement is contingent upon approval by the Bloomington City Council.

**Section 13. Attorney's Fees and Expenses.**

Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this \_\_\_\_\_ day of October, 2014.

SELLER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: Tari Renner, Mayor

Attest: Tracey Covert, City Clerk

BUYER:

RYAN BERTRAND and JENNIFER EDWARDS BERTRAND

By: \_\_\_\_\_  
Ryan Bertrand

By: \_\_\_\_\_  
Jennifer Edwards Bertrand

Attest: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 67 in White Place Addition to the City of Bloomington, in McLean County, Illinois.

PIN: 14 – 33 - 480 - 006



**Motion by Alderman Painter, seconded by Alderman Schmidt that the sale of 1203 N. Clinton Blvd. to Rev. Jennifer Edwards Bertrand be approved, in the amount of \$24,501, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Intergovernmental Agreement with District 87 for Providing Salt for 2014/2015 Winter Season at a Cost of \$61.01 per Ton

**RECOMMENDATION/MOTION:** Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1e. Partnering with others for the most cost effective service delivery

**BACKGROUND:** The City purchases salt every year for its snow operations through the State of Illinois contract. In the past, the City has sold a small amount of salt to District 87 to supplement their snow operations. In an effort to assist our local school district, staff has negotiated an agreement this year to provide District 87 with a small amount of salt. The amount of salt covered under the agreement is 2.8% of the normal amount used in any given year and should not affect the quality of snow operations that the citizens are used to receiving.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** District 87.

**FINANCIAL IMPACT:** The City will charge District 87 at a cost of \$61.01 per ton which is comprised of the raw material cost of \$56.01 per ton in addition to overhead costs which includes storage, hauling and loading fee of \$5.00 per ton. This revenue was appropriated in the FY 2015 Budget in Snow & Ice – Other Miscellaneous Revenue account (10016124 - 57990). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 350.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director of Public Works  
Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager  
Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager  
Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel  
Recommended by:

David A. Hales  
City Manager

**Intergovernmental Agreement Between the City of Bloomington and  
Bloomington Public Schools, District 87**

In order to better conserve taxpayer dollars, the City of Bloomington (hereafter “City”) and Bloomington Public Schools, District 87 (hereafter “District 87”) hereby enter into the following agreement regarding road salt from the date of its execution through April 30, 2015.

1. The City store and load the salt from its 502 South East Street salt storage facility. District 87 will provide the transportation from this salt storage facility.
2. The City of Bloomington would prefer, but does not require, that the total salt distribution be taken by District 87 at one time. Loading of the salt will need to be arranged by District 87 with the City a minimum of 48 hours prior to the date of request. The City reserves the right to deny the timeline of pickup given based upon daily operations of the City.
3. The salt will be paid for by District 87 at a cost of \$61.01 per ton (this cost includes the raw material cost of \$56.01 per ton plus a storage, handling and loading fee of \$5 per ton).
4. The amount of salt provided to District 87 shall not exceed 250 tons prior to April 30, 2015.
5. This agreement shall be effective as of the date it is passed by the final party to do so.

Passed this 13<sup>th</sup> day of October, 2014.

Tari Renner, Mayor  
City of Bloomington

ATTEST:

Tracey Covert  
City Clerk

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Michael Harrison, Board President  
Bloomington Public Schools, District 87

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Agreement with District 87 for providing salt be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Professional Engineering Services Agreement with Farnsworth Group for the Design of Relocating the Two (2) Twenty-four Inch (24”) Water Transmission Mains at the Main St. Bridge in the Town of Normal and a Study of Lining the Cast Iron Twenty-four Inch (24”) Transmission Main

**RECOMMENDATION/MOTION:** Recommend that the Agreement with the Farnsworth Group for the design to relocate the two (2) twenty-four inch (24”) transmission mains at the Main St. Bridge crossing and a study for lining the cast iron transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City infrastructure and facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2b. Quality water for the long term and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** The Illinois Department of Transportation (IDOT) is replacing the Main St. Bridge that crosses Sugar Creek in the Town of Normal. The City has two (2) twenty-four inch

(24") transmission mains that are located under the bridge. With the bridge replacement the City has to relocate these two (2) mains. The mains will need to be relocated before IDOT can start the bridge work in the spring 2015. These transmission mains provide water from the Fort Jesse pump station to the underground storage reservoirs at the Division St. pump station.

In addition, the contract with Farnsworth Group will provide a study of lining the cast iron transmission main that is located in the Town of Normal. The cast iron transmission main was constructed in 1929. Over the years, City staff has made numerous repairs on the joints of the pipe where they are failing. Staff recommends having the study done to see if it would be economically feasible to have the transmission main lined, which would diminish, if not eliminate, the need to repair any further joints or cracks.

Proposals were received from five (5) companies in reference to Request for Proposal (RFP #2015 – 24). Below is the RFP breakdown:

Company Name	City, State	Proposal Price	Water Lining	Main	Alternate
Baxter & Woodman	Crystal Lake, IL	\$21,100.00		\$27,400.00	\$20,500.00 (add)
Clark Dietz	Champaign, IL	\$26,800.00		\$9,200.00	\$14,900.00 (add)
CMT	Springfield, IL	\$24,375.00		\$17,200.00	\$23,735.00 (add)
Farnsworth	Bloomington, IL	\$9,700.00		\$8,500.00	\$9,700.00 (add)
HRGreen	Evanston, IL	\$582,000.00		Included	Included

Accordingly staff recommends Farnsworth Group Inc. be selected as the firm best able to perform the design work on both the relocation and lining study.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach allows staff to determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not to exceed amount. The final overall rates and fees proposed by Farnsworth Group, Inc. are fair, appropriate and competitive for the scope of work included.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** IDOT and the Town of Normal.

**FINANCIAL IMPACT:** The funds are budgeted in the Water Transmission & Distribution - Engineering Services (50100120 - 70050) FY 2015 Budget. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 137.

Respectfully submitted for Council consideration.

Prepared by:

Brett Lueschen, Interim Water Director

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES  
WITH FARNSWORTH GROUP**

THIS AGREEMENT, dated this 17<sup>th</sup> day of October, 2014, is between the City of Bloomington (hereinafter “CLIENT”) and the Farnsworth Group (hereinafter “FARNSWORTH”).

WHEREAS, CLIENT sought proposals from professional engineering service firms for the design and bidding of relocating two 24-inch diameter raw water transmission mains along Sugar Creek due to the scheduled Main Street Bridge replacement (hereinafter sometimes collectively referred to as “Project”); and

WHEREAS, the CLIENT and FARNSWORTH desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

NOW THEREFORE, the parties agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

**Section 2. Scope of Services.** FARNSWORTH hereby agrees to provide the following services in relation to the Project:

- (A) Design and bid the relocation of two 24-inch diameter raw water transmission mains along Sugar Creek;
- (B) Investigate water main lining alternatives for the raw water transmission mains from Fort Jesse Road to the City’s Water Treatment Plant; and
- (C) Design and coordinate the Project’s bid, including preparation of detailed plans and specifications, as well as permitting and bidding services.

**Section 3. Incorporation of RFP & Proposal Terms.** The provisions of RFP #2015-24, a Request for Proposal for Design of the Raw Water Transmission Main Relocation at the Main Street Bridge for the City of Bloomington, including Addendum #1 and Addendum #2, as well as the proposal submitted by FARNSWORTH, shall be incorporated into this Agreement

and made a part thereof and shall be considered additional contractual requirements that must be met by FARNSWORTH. In the event of a direct conflict between the terms of the RFP/Proposal and this Agreement, the terms of Agreement shall govern.

**Section 4. Fees/Invoices.** For its services, CLIENT agrees to pay FARNSWORTH a fee of \$9,700 for the design work and \$8,500 for the water main lining work. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

**Section 5. Termination.** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH will be paid for all services and expenses rendered to the date of termination.

**Section 6. Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction.

**Section 7. Standard of Care.** Services performed by FARNSWORTH under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**Section 8. General Liability Insurance and Limitation.** FARNSWORTH shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CLIENT and CLIENT shall be named as an additional insured under the policy. FARNSWORTH shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which FARNSWORTH has no supervision or control.

**Section 9. Indemnification.** To the fullest extent permitted by law, FARNSWORTH shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with FARNSWORTH's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any

other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

**Section 10. Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

**Section 11. Assignment.** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by FARNSWORTH as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**Section 12. Duty to Advise, Supervise and Inspect.** FARNSWORTH will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. FARNSWORTH shall visit the project once a week, or more often when the nature and progress of the work and the interests of CLIENT require an increase in the frequency of such visits.

**Section 13. Dispute Resolution.** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and FARNSWORTH agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

**Section 14. Right of Entry.** CLIENT shall provide for FARNSWORTH's right to enter property owned by CLIENT and/or others in order for FARNSWORTH to fulfill the scope of services for this Project.

**Section 15. Confidentiality.** Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

**Section 16. Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH. FARNSWORTH's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and FARNSWORTH agree to require a similar provision in all contracts

with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

**Section 17. Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**Section 18. Survival.** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**Section 19. Entire Agreement.** Notwithstanding the incorporation of the Request for Proposals and FARNSWORTH'S proposal, this Agreement is the entire Agreement between the CLIENT and FARNSWORTH. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH.

**Section 20. Time for Services.** Time is of the essence. FARNSWORTH shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT and the terms and conditions set forth in the RFP.

**Section 21. Modification to the Agreement.** CLIENT or FARNSWORTH may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH'S compensation, to which CLIENT and FARNSWORTH mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

**Section 22. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 23. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

**Section 24. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.



**Section 25. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 26. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

FARNSWORTH ENGINEERING

By: Tari Renner  
Its Mayor

By: Steve Myers  
Its Principal

ATTEST:

By: Tracey Covert  
City Clerk

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Agreement with Farnsworth Group for the design to relocate the two (2) twenty-four inch (24”) Water Transmission Mains at Main St. Bridge crossing and a study of lining the cast iron twenty-four inch (24”) transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week

**RECOMMENDATION/MOTION:** Recommend that a GPBS liquor license for Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) the Emergency Contact Sheet be amended to include an individual who resides in McLean County.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4.a. Retention and growth of current local business.

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk; and Will Sanders, General Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Will Sanders, General Manager and Applicant's representative, addressed the Commission. He noted that Pilot had held a liquor license at this location in the past. Pilot currently offered video gaming. The application was for packaged beer and wine only.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He cited Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License – Findings, (14), which addressed video gaming. He noted that Pilot was a truck stop. A truck stop qualified under state law for a video gaming license. He noted that Pilot had held a liquor license, (packaged beer and wine only), in the past.

Commissioner Tompkins expressed his belief that a business needed a liquor license to qualified for a video gaming license under state law. Tracey Covert, City Clerk, added that truck stops were cited in state law as being eligible for video gaming.

Commissioner Jordan recalled that Pilot had held a liquor license.

Mr. Sanders believed that there was a point in time when a business could not have both, (video gaming and liquor license).

Commissioner Tompkins noted that the Emergency Contact Sheet should list someone who resided within McLean County. Mr. Sanders stated that Pilot would provide same.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a GPBS liquor license for Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) the Emergency Contact Sheet be amended to include an individual who resides in McLean County.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately forty-nine (49) courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the September 9, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** Annual fee for a GBPS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Painter, seconded by Alderman Schmidt that a GPBS liquor license for Pilot Travel Centers LLC d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be created contingent upon compliance with all applicable health and safety codes with the following condition: 1.) the Emergency Contract Sheet be amended to include an individual who resides in McLean County.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Lake Bloomington Lease Transfer Petition for Lot 11, Block 0 of Camp Peoria Point, from Herman Schoening III and Fred Schoening to Douglas Biever and Julia Baller-Biever

**RECOMMENDATION/MOTION:** That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:** The sewage disposal system inspection was completed in August 2014. Both septic tanks were pumped at the time of inspection, and should be checked regularly. New pump and alarm systems have been installed. The seepage field is slightly undersized by current McLean County Health Department (MCHD) standards. The age of the sewage disposal system is over forty-three (43) years. The MCHD estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 - 25) years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease fee. With this transfer, the lake lease formula will generate about \$607.84 per year in lease income under Lake Maintenance - Lease Income (50100140 – 57590). Stakeholders can find this in the FY 2015 Budget Book titled “Other Funds and Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Review of the Petition Submitted by the City of Bloomington, a Municipal Corporation, Requesting Amendment of Chapter 44. Zoning, of the City Code, 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals and 3. Meetings, Hearing, Procedures and Rules, (Z – 07 – 14)

**RECOMMENDATION/MOTION:** Recommend that the Text Amendment be approved and the Ordinance passed.

**STRATEGIC PLAN LINK:** Goal 3. Grow the local economy and Goal 1. Financially sound City providing quality basic services. Objective C, Engaged Residents That Are Well Informed and That Are Involved in an Open Governance Process

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3a. Retention and growth of current local businesses and Objective c. Engaged residents that are well informed and that are involved in an open governance process.

The text amendment has a provision which will enable a local snack food manufacturing company to grow and expand their facility at the present location which currently is prohibited in this zoning district. The amendment will also change the meeting time for the Zoning Board of Appeals, (ZBA), to enable more citizens to attend their public hearings and thus provide a more open governance process.

**BACKGROUND:** This text amendment has two (2) components, one (1) pertaining to manufacturing and the other addresses the meeting time of the ZBA. The first part relates to the Nestle Corporation which has a manufacturing facility on Beich Rd. and may be expanding their facility in the near future. The Zoning Ordinance currently prohibits this use in the M - 1, Restricted Manufacturing District. Therefore they cannot expand the manufacturing plant without an ordinance change. The amendment adds a line item entitled *Snack Food Manufacturing* to the *Table of Authorized Principal Uses*. It will make this type of manufacturing allowed in the M - 1 zone as well as the M - 2, General Manufacturing District.

The second part of the amendment proposes to change the meeting time for the ZBA from 3:00 to 4:00. The time change is intended to accommodate more citizens who might be unable to attend at the earlier time. The ZBA discussed the change and agreed that this time should be appropriate in that other boards or commissions meet at 4:00 p.m. In addition, there has not been complaints from citizens who attend or have an interest in attending those meetings.

*PLANNING COMMISSION:* This case was before the Planning Commission for a public hearing and review on September 10, 2014. Staff spoke in this case and explained the amendment and how the current ordinance prohibits candy manufacturing in the M - 1 district. Other communities in Illinois were highlighted. It was noted that the Town of Normal has the same provision as what was proposed. A representative from the Nestle Corporation spoke and stated that their products do not require heavy manufacturing. He did not want the M - 1 district to allow heavy industrial land uses. He added that Nestle may consider another type of product manufacturing at some point in the future. Staff also addressed the need to change the time of the ZBA meeting. No member of the public spoke in support of this item. No one addressed the Commission in opposition to either aspect of the amendment.

The Planning Commission discussed the amendment and whether an alternative approach to what was proposed by staff was more appropriate. The alternative instead of adding *Snack Food Manufacturing* to the *Table of Authorized Principal Uses* would merely change the land use named, *Food and Kindred Industries*, which is a provision currently in the *Table of Authorized Principal Uses*, but only allowed in the M - 2 District. This alternative would amend the code such that *Food and Kindred Industries* would be a permitted use in the M - 1 district as well the M - 2 District. The consensus was that this alternative approach could create issues because heavy food manufacturing or processing plants would be allowed in any M - 1 district throughout the City and could be incompatible with adjacent land uses. The Planning Commission agreed to accept and recommend the language as proposed by staff.

The Planning Commission agreed with the ZBA's thinking that the 4:00 p.m. time should be appropriate and noted that the Commission met at 4:00 p.m. There have not been complaints from citizens who wanted to attend but could not because of the meeting time. The Planning Commission voted to recommend approval of the text amendment by a vote of 7 - 1.

Based upon the need for expansion of snack food manufacturing and the adjustment in the meeting time for the ZBA, staff believes that the amendment is appropriate and therefore supports this request.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. Courtesy copies of the Public Notice were mailed to fifteen (15) architectural and engineering firms.

**FINANCIAL IMPACT:** If the amendment is approved, there will be a significant increase in property tax revenue from the Nestle site after the facility's expansion.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Carla A. Murillo, Budget Manager

October 13, 2014

623

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**PETITION FOR ZONING TEXT AMENDMENT**

State of Illinois )  
 )ss.  
 County of McLean )

TO:THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
 BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes the City of Bloomington, McLean County, Illinois, a municipal corporation hereinafter referred to as you petitioner respectfully representing and requesting as follows:

1. That the text of Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City Code, 1960 no longer contributes to the public welfare for the following reasons:
  - A. The ordinance does not provide for snack food manufacturing as a permitted use in the M-1, Restricted Manufacturing District.
  - B. The 3:00 meeting time for the Board of Zoning Appeals is often difficult for citizens to attend.
2. That your petitioner hereby requests that said Sections be amended as hereinafter proposed in Exhibits A.
3. That the approval of said amendment s will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code, 1960.
4. That the approval of said amendment s will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the proposed text of said Sections.

WHEREFORE, your petitioner respectfully prays that this petition to amend Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules, of the Bloomington City Code, 1960 as stated herein be approved in the public interest.

Respectfully submitted,

By: Tom Dabareiner  
 Director of Community Development



**ORDINANCE NO. 2014 - 103**

**AN ORDINANCE TO AMMEND THE TEXT OF CHAPTER 44, SECTIONS 44.6-30  
TABLE OF AUTHORIZED PRINCIPAL USES IN EACH ZONING DISTRICT AND  
44.13 ADMINISTRATIN AND ENFORCEMENT, E. BOARD OF ZONING APPEAL 3.  
MEETING, HEARING, PROCEDURES AND RULES OF THE BLOOMINGTON CITY  
CODE, 1960**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition praying for the amendment of Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City code, 1960; and

WHEREAS, the Bloomington Planning and Zoning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the text amendment prayed for in said Petition is in the public interest; and

WHEREAS, the City Council of said City has the power to pass this Ordinance to amend said Sections of Chapter 44 of the Bloomington City Code-1960.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City Code - 1960 shall and the same are hereby amended as hereinafter printed in Exhibit A.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13<sup>th</sup> day of October, 2014.

APPROVED this 14<sup>th</sup> day of October, 2014.

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

- A. Amend Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District, by inserting alphabetically a new row in such table titled “Snack Food Manufacturing” under the grouping of Manufacturing Uses and in such row insert a “P” under the M-1 and the M-2 columns.
- B. Amend Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules, by replacing in paragraph (a), “3:00” with “4:00”.

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Second Tolling Agreement with McLean County Land Trust CC-1

**RECOMMENDATION/MOTION:** Recommend that the Second Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks and Objective 5b. City decisions consistent with plans and policies.

**BACKGROUND:** The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third Amendment is the final amendment to the Fox Creek Annexation Agreement, and effectively replaced the original annexation agreement and the first two (2) amendments, and became the parties’ agreement. The City contends that pursuant to the parties’ agreements, the owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision. Paragraph 18 of the Third amendment provided that: “This Agreement shall be enforceable for a period of 20 years from

the date of passage of the annexation ordinance contemplated by this agreement.” Ordinance No. 1994 - 41, which ratified the Third Amendment, was passed on April 25, 1994 and approved on April 26, 1994. The effective term of the parties’ annexation agreement arguably ended on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a “lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later”.

On April 14, 2014, the City approved a tolling agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. This agreement gave the parties an additional six (6) month period during which the parties were able to work together in good faith to resolve their differences and reach resolution. During the tolling period, the parties also waive any defense by way of any statute of limitations which would otherwise arise during such period.

The term of the current tolling agreement expires on October 14, 2014. Although the parties have resolved nearly all of the outstanding issues, additional time is needed to draft the necessary amendments to the annexation agreements and to finalize the details of the settlement. Accordingly, the parties desire to enter into a second tolling agreement to extend the period until January 13, 2015, to waive any defense by way of any statute of limitations which would otherwise arise during such period.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Snyder Development, A. Clay Cox and Edward R. Gower.

**FINANCIAL IMPACT:** It is estimated McLean County Land Trust CC-1 currently owes the City \$562,194.78 in development fees. There are other “punch list” items that are covered by this agreement that have not yet been estimated.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

### **SECOND TOLLING AGREEMENT**

This Second Tolling Agreement is made and entered into on this 13<sup>th</sup> day of October, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991;

WHEREAS, the parties entered into an original annexation agreement dated December 10 and 11, 1990, which was amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.;

WHEREAS, the annexation ordinance contemplated by the annexation agreement was passed by the Bloomington City Council on April 25, 1994;

WHEREAS, the City contends that pursuant to the parties' agreements the Owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12<sup>th</sup> addition of the Fox Creek Subdivision;

WHEREAS, the effective term of the parties' annexation agreement arguably ends on April 24, 2014;

WHEREAS, section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later"; and

WHEREAS, the parties previously entered into a Tolling Agreement dated April 14, 2014, to provide six months to negotiation resolution to the outstanding issues and the parties now believe it is in both of their interests to enter into this Second Tolling Agreement to allow three more months of negotiation; and

WHEREAS, the parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in three months and believe that it would not be in either parties' interest to engage immediately in litigation.

**THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:**

1. The "Effective Date" shall mean the date of October 13, 2014.
2. The "Termination Date" shall mean the date of January 13, 2015.

3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.

4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.

5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014 and/or the extension date within the original Tolling Agreement of October 14, 2014.

6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of an amendment to the annexation agreement have been met, the parties will execute a fourth amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A. Adoption of the Exhibit A attached hereto, and the requirements for same, shall replace the requirements in paragraph 6 of the Tolling Agreement dated April 14, 2014.

City of Bloomington, Illinois,  
A Municipal Corporation

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

McLean County Land Trust CC-1 Dated  
September 1, 1993

David Fedor, as Trustee

**EXHIBIT A****FOURTH AMENDMENT TO ANNEXATION AGREEMENT**

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Bloomington, McLean County, Illinois, herein referred to as "City" and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September I, 1993, herein referred to as "Owner".

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-I dated September I, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25,1991;

WHEREAS, this is the fourth amendment to the original annexation agreement dated December 10 and 11, 1990, which was previously amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.; and

WHEREAS, the parties desire to amend their agreement to extend the period of time during which their agreement may be enforced to provide an additional six months to try and reach agreement with respect to outstanding issues concerning fees owed, a detention basin and completion of the punch list for the 12th addition of the Fox Creek Subdivision.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

7. Paragraph 18 of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11 is amended by eliminating the current language and replacing it in its entirety with the following language:
18. This Agreement shall be enforceable up through and including January 13, 2015. This Agreement is binding upon the parties hereto, and their heirs, successors and assigns.
8. Except as amended as set forth above, all of the provisions of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11, 1991 are unchanged and remain enforceable.

City of Bloomington, Illinois,  
A Municipal Corporation

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

David Fedor, as Trustee of McLean County  
Land Trust CC-1 dated September 1, 1993

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Second Tolling Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Rejection of Bids for Police Department's Training Facility Mold Remediation, (Bid #2015 – 29)

**RECOMMENDATION/MOTION:** Recommend that the bids for the mold remediation project be rejected, and the project be rebid.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City infrastructure and facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

**BACKGROUND:** On September 3, 2014 at 2:00 P.M., bids were publicly opened and read for the Police Department's Training Facility Mold Remediation project. Bid 1 was for the indoor gun range and Bid 2 was for the training building.

The following bids were submitted:

<b>Company</b>	<b>Bid 1</b>	<b>Bid 2</b>	<b>Total</b>
Menold Construction	\$38,331.04	\$84,049.37	\$122,380.41
Core Mechanical	\$36,909.15	\$36,909.15	\$73,818.30
Servpro of Bloomington	\$64,163.14	\$136,351.65	\$200,514.79

Both Menold Construction and Core Mechanical failed to submit properly completed bid packets. Menold Construction failed to sign the bid and also did not provide a bid bond. Core Mechanical failed to provide a bid bond.

Servpro of Bloomington's bid exceeded the budgeted amount allotted for this project.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice of the bid was published in the Pantagraph on August 12, 2104. A total of three (3) bids were received by the September 3, 2014 deadline.

**FINANCIAL IMPACT:** Funding for this project was allotted as part of FY 2015 Budget. The Police Department is trying to act in good faith and maintain our budget, hence the request to reject the current bids and request that the project to be rebid.

Respectfully submitted for Council consideration.

Prepared by: Kenneth Bays, Asst. Police Chief

Reviewed by: Brendan Heffner, Police Chief

Financial & budgetary review by: Carla Murillo, Budget Manager

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Alderman Fruin thanked City staff for the clarification. He cited the age of the shooting range. There was a new private range in town. He questioned opportunities to regionalize. This facility's use went beyond the City. He cited the revenue from the Town of Normal and McLean County. He addressed cost sharing. He believed that a model change was warranted. He restated his appreciation for staff's efforts on this item.**

**Motion by Alderman Fruin, seconded by Alderman Lower that the bids for the Mold Remediation project be rejected, and the project be rebid.**

**The Mayor directed the clerk to call the roll which resulted in the following:**



**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

**RECOMMENDATION/MOTION:** Recommend that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4.a. Retention and growth of current local business.

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Tracey Covert, City Clerk; and Sukhwinder Kaur, owner/operator and Applicant's representative; and Mac Arnold, Applicant's attorney.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Mac Arnold, Applicant's attorney, addressed the Commission. He stated that the plan was to renovate the property. A professional plan would be provided by an engineering firm after the City's approval of this application. This plan would include the HVAC, (Heating, Ventilating and Air Conditioning), systems, etc. He noted that there was no grandfathering. He added that any action by the Commission would be contingent upon approvals by the City's PACE, (Planning and Code Enforcement), Department. His client was willing to invest in this property. She currently resided in Morton, IL but planned to relocate to the City. The current liquor license at this location was a TAPS, (Tavern, All types of alcohol, Packaged, Sunday sales). At the current Pub I, the liquor store was on the left and the tavern was on the right. Pub I would become a convenience store. It would fill a niche.

He hoped that the Commission would consider this request prior to the building improvements. His client was not interested in single serve sales. Pub I was located in the former Boylan's candy building. The building would be brought up to code. His client had experience. She had been a prime operator who had recently sold a store located in Creve Coeur, IL. She was a successful business woman who had financial backers. She also had liquor sales experience.

Commissioner Jordan restated that there would be no single serve sales.

Mr. Arnold believed that his client should address this question. He restated that Pub I currently offered single serve sales. Pub I had been in business for forty-two (42) years. He raised the issue of fairness. He noted that the Commission had not expressed any concerns regarding the existing tavern.

Commissioner Tompkins questioned the applicant's liquor sales history/experience.

Sukhwinder Kaur, owner/operator and Applicant's representative, addressed the Council. She planned to offer fresh food, (i.e. produce), to the neighborhood.

Commissioner Jordan questioned the West Market St. Grocery located at 301 W. Market St., Unit B. Tracey Covert, City Clerk, addressed the Commission. West Market St. Grocery could not offer single serve items for sale. This condition was established by the property owner.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He questioned the applicant's liquor sales history.

Ms. Kaur did not have any violations. She had held a liquor license since the early 2000 at three (3) different establishments. She had been the manager/owner of these businesses. She added that she had financial partners.

Commissioner Tompkins questioned if Ms. Kaur was familiar with the City's liquor code. Ms. Kaur responded affirmatively.

Dennis Arnold, 504 N. Lee St., addressed the Commission. He currently served at the Gridley, Allin, & Prickett's, (GAP), Neighborhood Association's President. His home was contiguous with the Pub I. He noted Pub I's continuous ownership. He described a tavern as a control premise, only those twenty-one (21) and older were allowed. He expressed his concern regarding a packaged liquor license. He cited single serve sales, loitering by pedestrians, etc.

Commissioner Renner noted Mr. Arnold's preference for a tavern over a convenience store.

Mr. D. Arnold stated that no single serve sales were allowed in the area. He cited a level playing field. The Bloomington Normal Economic Development Council had labeled the neighborhood as an underserved area. He requested that the Commission and Council's actions be consistent to benefit the neighborhood. He noted the claim that single serve items had been offered for sale during the last forty-two (42) years. He believed that single serve sales had ceased approximately seven (7) years ago. He restated his concern regarding single serve sales.

Commissioner Jordan questioned if the GAP's Neighborhood Association planned to present the City with a petition.

Mr. D. Arnold noted the history of liquor license applications/proposals. He had lived in the neighborhood for thirty-two (32) years. The GAP Neighborhood Association would meet on Thursday, September 11, 2014.

Commissioner Tompkins noted that there was a tavern located next door to Mr. Arnold.

Commissioner Jordan expressed his interest in the neighborhood's thoughts regarding this application. Mr. D. Arnold recalled the past history.

Commissioner Jordan noted that the Applicant had agreed that there would not be any single serve sales. Mr. M. Arnold responded affirmatively.

Mr. D. Arnold restated that the tavern owner had control over the premises. Convenient stores were different. He believed that the neighborhood would welcome a retail outlet that offered fresh produce. The neighborhood had welcomed West Market St. Grocery located at 301 W. Market St., Unit B.

Cindy Arnold, 504 N. Lee St., addressed the Commission. She stated that John Rokos, owner/operator and License holder for Pub I, had been a good neighbor. A convenient store would offer a variety of items for sale. This would draw a mixture of people. There would be loitering in the parking lot. The area was not underserved in the area of liquor sales. The area did not need single serve sales. There were a number of community social service organizations in the neighborhood. There also was a school bus stop. She welcomed the sale of fresh produce. She requested that the Commission verify the conditions placed on West Market St. Grocery. *(Existing conditions: 1.) sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750ml bottle of wine and 2.) no alcohol sales permitted before 9:00 a.m. on Monday through Friday.)*

Bruce Meeks, 1402 Wright St., addressed the Commission. He believed that the Commission lacked information regarding the Applicant. He noted John Rokos', current license holder, dedication to the neighborhood. He supported Ms. Kaur's efforts to address the neighborhood's food desert status. Single serve sales were an issue. These items provided the best profit margins. This application did not include a floor plan. He expressed his appreciation for the Applicant's interest in the neighborhood. He was not opposed to this application.

Commissioner Tompkins noted that all single serve sales were not equal, (i.e. cold single serve). He cited the neighborhood's concerns.

Commissioner Renner cited the investment needed in this property. The Commission could place conditions upon this application.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W.

Market St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately 193 courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the September 9, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** Annual fee for a PAS liquor license is \$1,410. Currently, there is a TAPS liquor license at this address with an annual fee of \$2,210. Net loss revenue of \$800

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

**Alderman Schmidt noted that there had not been an outpouring of concern at the Liquor Commission hearing. She noted Dennis Arnold's, Gridley, Allin, & Prickett's, (GAP), Neighborhood Association's President, statements under Public Comment. There were concerns that other establishments would file for a liquor license. She cited Pop's application located at 918 W. Market St., for a liquor license as an example. She read from the Creation Findings portion of the City's Alcoholic Beverage code. A layout had not been provided. She cited the efforts of the West Bloomington Revitalization Project, (WBRP). She noted that the area had received an Attorney General's Office housing grant. She did not view this application as an improvement.**

**Mayor Renner cited the liquor hearing. He noted that conditions had been recommended, 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City). This application involved a change of ownership. This would not be a new liquor license along the Market St. corridor. There should be no disconnect between the Council and the Commission. He offered to take responsibility for same.**

**Alderman Stearns cited her appreciation to the residents/neighbors who were in attendance at the meeting. She believed that individuals came to Council meetings and not**

**Commission meetings. She recalled the past history of the neighborhood. The area was at risk. She would not support this item. The applicant was new and needed to have the neighborhood's support.**

**Mayor Renner cited the applicant's planned significant investment in this property**

**Alderman Lower cited economic aspects. A convenient store which offered fresh produce would be welcomed. The neighborhood was at risk. Small groups of individuals had created issues.**

**Alderman Schmidt stated that the neighborhood would welcome a grocery store. The applicant needed to change her business model. She encouraged the applicant to work with the WBRP, and the Old Towne and GAP Neighborhood Associations.**

**Alderman Black believed that there was a good model for a grocery store. He noted the neighborhood opposition. The west side faced complicated issues.**

**Alderman Fruin questioned the potential for compromise. He expressed his appreciation for the comments made. He supported the west side. Pub I was an established long term business. The issue was one of balance for the business and the neighborhood. He encouraged discussion between the various parties. He believed that the existing license classification, (i.e. tavern), would be less desirable. He hoped that there was the possibility for the building to be remodeled.**

**Mayor Renner encouraged the applicant to work with the WBRP.**

**Alderman Sage cited the rebuilt relationship between the Council and Commission.**

**Alderman Fruin noted the Commission's October 14, 2014 meeting agenda. He questioned the Commission and Council's plan for this area.**

**Mayor Renner noted that an application for a new liquor license faced a high burden. The Council could vote to deny this application and return it the Commission. He restated his encouragement to the applicant to work with the WBRP.**

**Motion by Alderman Schmidt, seconded by Alderman Black that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be denied.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Issues and Concerns to be Conveyed to the Illinois Department of Transportation, (IDOT)

**RECOMMENDATION/MOTION:** Presentation only.

**STRATEGIC PLAN LINK:** 5. Great place livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** IDOT will be hosting their annual regional open house on October 16, 2014, in Champaign to answer questions and hear concerns from the public and other government entities. The City will be represented by Public Works staff and will convey City's concerns to IDOT, both informally during the meeting and in writing. This memorandum and presentation to the Council to provide informational material and an invite comments and feedback.

Public Works identified five (5) issues/needs/topics that the staff will broach with IDOT. They are:

- Congestion mitigation plans for IL Rt. 9, (Empire St.), at Veterans Pkwy. This is a challenging intersection with heavy traffic. IDOT has budgeted \$2.5 million for a traffic congestion mitigation phase one engineering study. Staff's concern is that the item has been budgeted for the last five (5) years. Staff needs to impress upon IDOT a sense of urgency to proceed.
- A recommendation from the Main St. Feasibility Study was to reroute traffic on US Rt. 150/IL Rt. 9 on the City's west side. Currently, a short stretch of US Rt. 150/IL Rt. 9 runs along Lee St. past Bent Elementary School. There appears to be no advantage to the current routing and disadvantages of safety issues, noise disruption and less than optimal transportation for highway traffic along what should be a residential collector street, not an arterial street. Rerouting this section to US Business 51 on Center St. would be fairly inexpensive and an easily achieved improvement.
- Resurfacing. This incorporates two (2) agenda items. First, parts of US 150, namely Clinton St., need to be resurfaced. Secondly, the City will impress upon IDOT what staff believes to be a need for more frequent resurfacing along state and federal streets in the City.
- Uninterruptible Power Supply, (UPS), to keep traffic signals working during power outages along IL Rt. 9. Currently, the state has equipped Veterans Parkway with UPS systems. Staff will request UPS for IL Rt. 9:
  - On the west side: from Mitsubishi Motorway to Hinshaw Ave.
  - On the east side: from Towanda Ave. to Towanda Barnes Rd.

Additional information was placed on IDOT's web site prior to the meeting.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM Director of Public Works

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales  
City Manager

**Mayor Renner introduced this item.**

**David Hales, City Manager, addressed the Council. This was a new approach to IDOT's five (5) year plan. City staff had a good working relationship with IDOT's District 5. This presentation would expose and inform the Council about projects that should be included in the plan. The Council would be asked to adopt a resolution at a future meeting. IDOT had limited funds. The City would present projects for IDOT to consider. There was collaboration between the City and IDOT. He cited street maintenance and traffic signal maintenance agreements.**

**Jim Karch, Public Works Director, addressed the Council. City staff was requesting Council assistance regarding IDOT's six (6) year plan. City staff was interested in Council's comments and feedback. IDOT's annual public meeting would be held on October 16, 2014. The resolution would be placed on the Council's October 27, 2014 meeting agenda. Responses were due to IDOT by November 14, 2014. Mr. Karch noted State Representative Dan Brady's presence at the meeting.**

**Five (5) needs/issues/priorities were identified by City staff. Congestion at Veterans Pkwy./IL Rt. 9: this intersection was designed in the 1970's. The intersection was nonstandard. The traffic congestion and accident volume were cited. City staff had advocated for this project for five (5) years. It has been listed on IDOT's five (5) year plan for the last six (6) years. The next step would be phase one engineering. This project would take years to complete. IDOT's needs exceeded its resources.**

**The next project addressed US Rt. 150's resurfacing needs. He specifically cited Clinton St. City resources were directed at local streets. The state was responsible for state routes.**

The third project was traffic signal battery backups on IL Rt. 9. This item addressed Uninterruptable Power Supply (UPS). Dark signals resulted in traffic congestion and created a safety risk. Currently, there were twenty-one (21) UPS units in the City. The City has started to place them on City streets/signalized intersections. This was not a high cost item. The estimated cost was \$5,000 - \$10,000 per intersection. This was newer technology.

Mr. Hales addressed the TIGER grant application. The City had applied for Hamilton Rd. from Bunn to Commerce. The request was not successful. The City may need to approach the state for funding.

Mr. Karch added that the City was not successful this year. This road project was important to the community and needed to be completed.

Alderman Fruin addressed the first two (2) items: Veterans Pkwy./IL Rt. 9 and US 150's resurfacing needs. There needed to be an educational process in the community. The City needed to raise awareness. Mr. Karch noted that the public advocacy was be a good thing.

Alderman Fruin addressed the reroute of US 150/IL Rt. 9. He questioned if City staff had reached out to District 87 and Bent Elementary School.

Alderman Black believed this request was a good idea. The City's long term process should address multi modal transportation. He cited pedestrian traffic in this area. He questioned if the resolution would address street ownership.

Mr. Karch cited the Bicycle Master Plan. Lee St. would become a possibility. He cited the complexities of using state funds.

Alderman Stearns thanked staff for the overview. The projects cited were good. She noted that Locust St. would become a two way street.

Mr. Karch stated that Locust St. would become two way from Lee to Center. Additional work would be needed from Prairie to Main.

The final item addressed a focus on resurfacing.

Alderman Sage expressed support for the addition of the Hamilton Rd. project. He noted the long term benefit. Traffic volume would be relieved off of Veterans Pkwy. This project would be a worthwhile addition to the City.

Alderman Lower thanked Mr. Karch for the presentation. He echoed Alderman Sage's comments. He cited the economic impact. A truck route only would benefit all as truck traffic would bypass the City.



**Mr. Karch informed the Council that IDOT had a program which routed trucks which required a permit. His goal was to keep trucks from the inner city.**

**Alderman Mwilambwe questioned time frames. Mr. Karch stated that was difficult. Veterans Pkwy./IL Rt. 9 project would cost millions. He stressed the importance of starting the process.**

**Alderman Schmidt requested a conversation regarding W. Market St. and the railroad and engineering work. She questioned if IDOT had funds for gateways/landscaping. Mr. Karch responded not to his knowledge. Generally, gateways grants were tied to economic development.**

**Mr. Hales expressed concerns regarding the Veterans Pkwy./IL Rt. 9 intersection and emergency vehicles. There was no traffic signal preemption.**

**Mike Kimmerling, Fire Chief, addressed the Council. He cited the length of response times and safety concerns. Emergency vehicle preemption would create a safer environment. There had been staff discussions regarding same. The City could partner with other governmental units. These systems were dynamic, sophisticated and could be used for a variety of reasons.**

**Alderman Painter thanked Mr. Karch for the presentation. The proposed projects represented necessary changes.**

**Mr. Hales cited the City's agreements with IDOT. The City needed to request that the reimbursements be increased.**

**Mr. Karch noted that there were two (2) agreements. The City received \$90,000 for street maintenance of state routes. This work included pot hole repair, snow plowing and salting. The cost was significant. This agreement expired in June 2015. In addition, there was the traffic signal agreement. The City maintains the signals and invoices the state for the cost of the work. This was a full cost recovery agreement. In addition, the City needed to look at traffic signal timing. This work was last completed in 2009. Traffic patterns had changed.**

**CITY MANAGER'S DISCUSSION: David Hales, City Manager, reminded the Council about the Joint Work Session with the Town of Normal on Tuesday, October 21, 2104 at 6:00 p.m. at the Uptown Station. The topic was the proposed Paradigm waste to energy project. The Town Council would host the meeting. It was noted that each community had a waste agreement. He encouraged all to attend.**

**MAYOR'S DISCUSSION: Mayor Renner recognized Dan Brady, State Representative, who had attended this evening's meeting.**

**Mayor Renner addressed the Council Retreat which had been cancelled as a meeting notice/agenda had not been published. This was inconvenience. He expressed his**

disappointment and found this unacceptable. The retreat would assist budget discussions and a new framework for same. The Retreat would be rescheduled for November 2014.

He addressed Council values which were important to various organizations. It was important for the Council to come together. The Council had worked together and progress had been made in a number of areas. There was private sector investment interest in the City. The local political leadership was key to the decision making process. The City was on the move. Progress had been made in the Downtown, transparency, culture change, Bicycle Master Plan, Library expansion, Downtown Plan, Rt. 66 Visitor's Center, etc. The feasibility study had been completed and the City was ready to issue an Request for Proposal (RFP) for a Downtown hotel. The benefits to same were jobs, economic activity, etc. It could be the largest private investment in the Downtown in a long time. There were a number of projects on the horizon.

There a number of items for the Council to discuss at the Retreat. The Council had worked together and progress had been made to make the City attractive to investors.

Finally, he noted the announcement of Mike Kimmerling's, Fire Chief, retirement.

**ALDERMEN'S DISCUSSION:** Alderman Fruin noted that Bloomington Boy Scout Troop 19 had attending this evening's meeting.

Alderman Black cited an incident on W. Washington St. He noted his expectation that the individuals involved be held accountable. He added that the Police Department had implemented Problem Oriented Policing in the area. There were extra patrols, (i.e. foot and bicycle). There was a meeting with the Police Department. He addressed youth crime prevention. The City needed to make an investment in engagement not enforcement. The goal was to keep youth off of the streets. The City needed to stay on top of this issue.

Alderman Sage addressed three (3) items: 1.) Jim Karch's, Public Works Director, update regarding salt for the winter. The Public Works Department had been proactive. The City had an ample supply at a good price. The second item addressed Brendon Heffner's, Police Chief, first anniversary with the City. He thanked Chief Heffner for his service. The final item addressed the Miller Park Zoo's national recognition for its Junior Zookeeper program.

Alderman Lower addressed the meeting notice/agenda process. The City needed a fail-safe system which would ensure successful completion. It would involve the City Clerk's Office, the Information Services Department and the Communication Manager.

He questioned if the City had issued an RFP and/or Request for Qualifications regarding other venues for waste management. He believed that there were other technologies/possibilities.

Motion by Alderman Schmidt, seconded by Alderman Black that the meeting be adjourned. Time: 8:35 p.m.

**Motion carried.**

**Tracey Covert  
City Clerk**

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